

## HOW TO BREAK YOUR LEASE

### 1. Terminating your lease because of entry onto active duty, change of duty stations, and deployment

Under the Servicemembers Civil Relief Act (SCRA) you may terminate a lease covering property used for dwelling, professional, business, agricultural or similar purposes if the lease/rental agreement was signed before you entered active duty and the leased premises have been occupied for the above purposes by you or your dependents. To terminate the lease, you must deliver written notice to the landlord after entry on active duty or receipt of orders for active duty. Oral notice is not sufficient. The effective date of termination is determined as follows:

- a. For month-to-month rentals, termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered. For example: if rent is due on the first of the month and notice is mailed on 1 August, then the next rent payment is due on 1 September. Thirty days after that date would be 1 October, the effective date of termination.
- b. For all other leases, termination becomes effective on the last day of the month after the month in which proper notice is delivered. For example: if the lease calls for a yearly rental and notice of termination is given on 20 July, the effective date of termination would be 31 August.

The SCRA added a new provision in December 2003, **extending coverage to leases entered into by active duty service members** who subsequently receive orders for a permanent change of station (PCS) or a deployment for a period of 90 days or more.

If you have paid your rent in advance, the landlord must refund the unearned portion. The landlord also must refund your security deposit upon termination of the lease.

### 2. Terminating your lease for other reasons

Landlords have the legal responsibility to repair and maintain the premises. In California the landlord must provide: waterproofing and weather protection of roof and walls (including windows and doors), working plumbing, hot and cold running water, heat, electricity, garbage and rodent free buildings and grounds, trash cans, deadbolt locks on main exterior doors, window locks, smoke detectors, telephone jacks, and well maintained floors, stairs, and railings. Your landlord may have agreed to additional responsibilities in your lease for things like drapes, washing machines, swimming pools, saunas, parking places, intercoms, dishwashers, refrigerators, etc.

If your landlord has failed to meet his legal responsibilities to maintain and repair the premises after receiving complaints from you, you may break your lease under the doctrine of “constructive eviction.” In order to break your lease your dwelling must substantially lack any of the above-mentioned items, the landlord must have been notified of the problem, and the landlord must have failed to fix the problem in a “reasonable

time.” You do not need to give your landlord notice you are moving but it is a good idea to send them a notice stating when you are and why.